

EXHIBIT 9

IMPORTANT ACCOUNT INFORMATION

These charges are imposed in connection with your account. Please refer to the enclosed agreement for more information.

Prime is Reviewed: Monthly	Calculation Method	U.S. Prime Rate Plus	Periodic Rate	Current **Annual Percentage Rate (APR)**
For Balances:				
Purchase	Daily	14.99	NA	NA
Purchase Min	Daily		0.05477	19.990
Cash Advance	Daily	14.99	NA	NA
Cash Min	Daily		0.05477	19.990
If you default under any Citibank Card Agreement, your **APR** on all Balances may increase up to 19.990% plus the Prime Rate. Currently, this corresponds to an **APR** of 23.990% and a daily periodic rate of 0.06573%.				

Membership Fee: None			
Late Fee (for each late payment, if not received by payment due date)			
Balances up to \$100	\$15.00		
Balances \$100 up to \$1000	\$25.00		
Balances \$1000 or more	\$35.00		
Over Credit Line Fee: \$29		Stop Payment Fee: \$29	
Return Check Fee: \$29		Return Payment Fee: \$29	
Cash Advance Fee	% of	Minimum Amount	Maximum Amount
Finance Charge	Advance		
If obtained at an ATM	3.000%	\$5.00	
If obtained at a bank	3.000%	\$5.00	
If obtained by a check	3.000%	\$5.00	
If obtained by other method	3.000%	\$5.00	
Balance Transfer Fee	% of	Minimum Amount	Maximum Amount
	Transfer		
For Transfers	3.000%	\$5.00	\$50.00
This account is subject to arbitration			

CARD AGREEMENT

This document and the accompanying letter together make up your Card Agreement and throughout this document are referred to as Agreement or Card Agreement. The letter contains important account information, including your annual percentage rates and the amount of any membership fee. Please read and keep both the letter and this document for your records. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words *you*, *your*, and *yours* mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The word *card* means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A., the issuer of your account. The words *authorized user* mean any person to whom you give permission to use your account. The words *calling transactions* mean the calling card calls you make with your card and AT&T services you requested to have billed in detail on your billing statement.

Using Your Account and Your Credit Line:

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion, we may change your credit line or cash advance limit at any time. We will notify you of any new line or limit, either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored and to make calling transactions. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using convenience checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, plus your calling transactions, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

If this is a joint account, each of you, together and individually, is responsible for all amounts owed, even if the account is used by only one of you. You will continue to be liable for the entire balance of your account, even if your co-applicant is ordered by a court to pay us. If a court orders your co-applicant to pay all or a portion of your account balance, you will remain liable to us if your co-applicant fails to pay as ordered by the court, and your account status will continue to be reported to the credit bureau under your name. We may approve transactions that cause you to exceed your credit line without waiving any of our rights under this Agreement.

Calling Transactions:

You can use your card to make local, AT&T Long Distance and AT&T International Calls (calling card calls). To use your AT&T Calling Card, dial 1 800 CALL ATT and enter the calling card number on your card and your PIN. Calling transactions are separately identified on your billing statement and will be treated as purchases for all purposes except as otherwise described in this Agreement. All calling transactions are due and payable in full by the payment due date on the billing statement in which they are billed. Refer to the AT&T Calling Card Terms and Conditions that follow this Agreement for more information.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

The accompanying letter indicates whether your account is subject to a membership fee. If it is, the fee is added to the standard purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing or delivery date of the billing statement on which the fee is billed.

Billing:

Your billing statement shows the total balance, any finance charges, fees, the minimum payment due, and the payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, convenience checks, payments and credits; a summary of the purchase and cash advance activity, including the finance charges; a rate summary; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements. However, finance charges and fees will continue to accrue whether or not we send you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

How We Determine the Balance:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases, cash advances, or new calling transactions, and subtract any credits or payments credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

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Annual Percentage Rates for Purchases and Cash Advances:

Your annual percentage rates and the corresponding daily or monthly periodic rates appear on the accompanying letter. A daily periodic rate is the applicable annual percentage rate divided by 365. A monthly periodic rate is the applicable annual percentage rate divided by 12. Whether or not an annual percentage rate is based on the U.S. Prime Rate plus a margin is indicated on the accompanying letter. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change, including if you default under any Card Agreement that you have with us.

Variable Annual Percentage Rates for Purchases and Cash Advances:

If any annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the applicable margin that appears in the accompanying letter to the U.S. Prime Rate published in *The Wall Street Journal*. If more than one U.S. Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

Whether the U.S. Prime Rate is reviewed on a billing period, month end or quarterly basis is indicated on the accompanying letter.

- If the U.S. Prime Rate is reviewed on a billing period basis, for each billing period we will use the U.S. Prime Rate published two business days prior to your Statement/ Closing Date for that billing period. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. Prime Rate takes effect as of the first day of the billing period in which we calculate the variable annual percentage rate.
- If the U.S. Prime Rate is reviewed on a month end basis, we will use the U.S. Prime Rate published on the last business day of the month. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. Prime Rate takes effect as of the first day of the billing period that begins in the month directly following the month in which the U.S. Prime Rate used to calculate your variable annual percentage rate is published.
- If the U.S. Prime Rate is reviewed on a quarterly basis, we will use the U.S. Prime Rate published on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the U.S. Prime Rate published the next day. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. Prime Rate takes effect on the first day of the billing period directly following the billing period in which the U.S. Prime Rate used to calculate your variable annual percentage rate is published.
- When a change in an applicable variable annual percentage rate takes effect we will apply it to any existing balances, subject to any promotional rate that may apply.

Your annual percentage rates may also vary if you default under any Card Agreement that you have with us because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored. In such circumstances, we may increase your annual percentage rates (in-

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cluding any promotional rates) on all balances to a variable default rate of up to the rate indicated on the accompanying letter. The maximum variable default rate currently in effect and the corresponding daily and/or monthly periodic rates appear on the accompanying letter. Factors considered in determining your variable default rate may include the length of time your account with us has been open, the existence, seriousness, and timing of defaults under any Card Agreement that you have with us, and other indications of account usage and performance. The variable default rate takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Card Agreements that you have with us for six consecutive billing periods. Your existing balances will remain subject to the variable default rate until they are paid in full.

An increase in the variable annual percentage rate means you will incur a higher finance charge and perhaps a higher minimum payment.

Promotional Rate Offers:

At our discretion, we may offer you a promotional annual percentage rate for all or a part of any balances. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the accompanying letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges:

Finance charges for purchases, balance transfers, and cash advances will begin to accrue from the date the transaction is added to the daily balance, as described below, and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of additional finance charges on purchases (excluding balance transfers). If you have accepted certain balance transfer offers for which you may be eligible, you may not be able to avoid additional finance charges on purchases, as described in your balance transfer offer. No finance charge is imposed on calling transactions in the billing period in which they are posted to your account. Any calling transaction that is not paid by the payment due date on the billing statement in which it is billed is added to your daily balance for purchases on the first day of the next billing period and finance charges will begin to accrue on that day.

We will calculate finance charges as follows:

- We figure a portion of the finance charge on your account by multiplying the daily balance on each feature (e.g., standard purchases or standard cash advances) by the applicable daily periodic rate and separately adding together any such finance charges for each feature for each day in the billing period.
- For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.
- To get the daily balance, we take the beginning balance for each feature every day (which includes any unpaid calling transactions

from prior billing periods and which may include unpaid finance charges from previous billing periods), add any new transactions (not including new calling transactions), any new fees, and any finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.

- We add a new purchase to the appropriate purchase balance as of the Sale Date shown on your billing statement.
- We add a new balance transfer or cash advance to the appropriate purchase or cash advance balance as of the Post Date shown on your billing statement. The Post Date is the date we receive your request for the balance transfer or cash advance, including a request that we complete a balance transfer check or convenience check for a specific amount. If you send a balance transfer check or convenience check directly to someone, the Post Date is the date we receive the check for payment.
- The Balances Subject to Finance Charge on the billing statement are the averages of the respective daily balances during the billing period. If you multiply this figure for each feature by the number of days in the billing period and by the applicable daily periodic rate, the result will be the periodic rate finance charges assessed for that feature, except for minor variations caused by rounding. This method of calculating the balance subject to finance charge and the periodic rate finance charges results in daily compounding of finance charges.

Transaction Fee for Balance Transfers:

You have obtained a balance transfer for which we assess a balance transfer transaction fee if you transfer a balance by means other than a convenience check, or you obtain funds through a balance transfer check. Balance transfers will be treated as purchases unless otherwise provided in this Agreement. If your account is subject to transaction fees for balance transfers, the accompanying letter will so indicate. If so, to each balance transfer we add an additional finance charge as indicated on the accompanying letter. This fee will be added to the appropriate purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

Transaction Fee for Cash Advances:

You have obtained a cash advance for which we assess a cash advance transaction fee if you obtain funds from an automated teller machine (ATM), through a convenience check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. We may add an additional finance charge to the appropriate cash advance balance with each cash advance. The accompanying letter describes any such additional finance charges, which may be subject to a minimum or a maximum amount. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and

cash advances is less than \$.50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$.50. We add the amount to the feature that is being assessed a finance charge. If more than one feature is assessed a finance charge, we may add the minimum finance charge to any such feature at our discretion.

Credit Balance:

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and MasterCard International or Visa International, depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. MasterCard and Visa increase this conversion rate by one percent and keep this increase. We increase the conversion rate provided to us by MasterCard or Visa by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Payment Due:

Each month you must pay a minimum payment that is calculated as follows. First, we begin with any amount that is past due and add to it any amount in excess of your credit line. Second, we add \$5 if any annual percentage rate imposed on your account exceeds 19.99%. Third, we add the largest of the following:

- The amount of your billed finance charges;
- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20 and not greater than \$960; or
- 1/48 of the New Balance (which calculation is rounded down to the nearest dollar) if the New Balance exceeds \$960.

If no annual percentage rate imposed on your account exceeds 19.99% and the largest of the above calculations is the amount of your billed finance charges, we add \$5 to the calculation of the Minimum Payment Due. However, the Minimum Payment Due will never exceed your New Balance.

In calculating the Minimum Payment Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Special Minimum Payment Due Calculation Method for Certain Cardmembers:

The accompanying letter indicates whether your account is subject to a special Minimum Payment Due calculation method that is different than the method described above. If it is, each month you must pay a minimum payment that is the total of three figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the sum of all calling transactions

posted to your account in the billing period. The third is the greater of the amount of your billed finance charges or the amount that appears on the accompanying letter. In calculating the Minimum Payment Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments:

You must pay at least the minimum payment due by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

Instructions for making payments are on your billing statement. In order to be credited as of a particular day, your payment must be received in the form specified, and by the hour specified, in those instructions. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Over-the-Credit-Line Fee:

We may add a fee to the standard purchase balance for each billing period that the New Balance exceeds your credit line. We may add this fee even if we authorize the transaction that causes the New Balance to exceed your credit line. If we add this fee, the amount of this fee appears on the accompanying letter.

Late Fee:

We may add a fee to the standard purchase balance for each billing period you fail to pay, by its due date, the Minimum Payment Due (less the Amount Over Limit shown on your billing statement). If we do, the amount of this fee appears on the accompanying letter.

Returned Payment Fee:

We may add a fee to the standard purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. If we do, the amount of this fee appears on the accompanying letter. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Convenience Checks:

Convenience checks may be used to purchase goods and services, to transfer balances from others, or to obtain funds up to the

amount of your available cash advance limit unless that amount will cause the total balance to exceed your credit line. We will treat convenience checks as a cash advance and charge them against your cash advance limit. Each convenience check must be in the form we have issued and must be used according to any instructions we give you. Convenience checks may be used only by the person whose name is printed on them. Convenience checks may not be used to pay any amount owed to us under this or any other Card Agreement that you have with us. We will not certify any convenience checks, nor will we return paid convenience checks.

Balance Transfer Checks:

Balance transfer checks may be used to transfer balances or to obtain funds up to the amount of your available credit line. Each balance transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance transfer checks may not be used to pay any amount owed to us under this or any other Card Agreement that you have with us. We will not certify any balance transfer checks, nor will we return paid balance transfer checks.

Returned Convenience Check Fee:

We may add a fee to the standard cash advance balance if we decline to honor a convenience check. If we do, the amount of this fee appears on the accompanying letter. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Stop Payment Fee:

We may add a fee to the standard cash advance balance when payment of a convenience check is stopped at your request. If we do, the amount of this fee appears on the accompanying letter. You may stop payment on convenience checks by notifying us in writing at P.O. Box 44167, Jacksonville, Florida 32231 or by calling us at the Customer Service telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill".

Lost or Stolen Cards, Account Numbers, or Convenience and Balance Transfer Checks:

If any card, account number, or check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the Customer Service telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card, account number, or any checks after we've been notified, even if they are found or returned. You

may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default:

You default under this Agreement if you fail to pay, by its due date, the Minimum Payment Due listed on each billing statement; fail to make a payment to any other creditor when due; file for bankruptcy; exceed your credit line; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance.

Preauthorized Charges:

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs:

If we refer collection of your account to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

Arbitration Provision for Certain Cardmembers:

The accompanying letter indicates whether your account is subject to mandatory, binding arbitration. If it is, the following "Arbitration" provision is part of this Agreement.

ARBITRATION:

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:

Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered:

• **What Claims are subject to arbitration?** All Claims relating to your account, a prior related account, or our relationship are subject

to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works:

- **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org
JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims,

including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

• **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms:

• This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

Credit Reporting:

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the Customer Service address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

Telephone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the total balance according

to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

Refusal of the Card:

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Enforcing this Agreement:

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment:

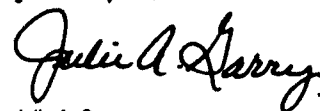
We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

For Further Information:

Call the Customer Service telephone number shown on the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.



Julie A. Garry
Vice President & Business Manager

Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

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What To Do If There's An Error In Your Bill.**Your Billing Rights. Keep This Notice For Future Use.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell

anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

AT&T Calling Transactions Terms and Conditions

• These Terms and Conditions are not part of your agreement with Citibank (South Dakota), N.A. They represent an agreement between you and AT&T with respect to the Calling Card function of your card, referred to in these Terms and Conditions as your "AT&T Calling Card". The words "you," "your" and "yours" mean each individual who applies for the card account.

• Effective as of August 1, 2001, these Terms and Conditions are subject to and part of the AT&T Consumer Services Agreement, including the AT&T Service Guides, which can be found at www.att.com/serviceguide/home or by calling 1-888-288-4099.

• Without in any way limiting any obligation you may have to pay us for AT&T Calling Card charges billed to your account, you agree to pay AT&T for all charges incurred with the AT&T Calling Card and to comply with the other terms set forth in these Terms and Conditions and in the AT&T Consumer Services Agreement, including the AT&T Service Guides.

• The AT&T Calling Card is not transferable. You may authorize others to use the AT&T Calling Card, but the responsibility of payment for the charges incurred will remain yours. Charges for AT&T telecommunications services, which will vary depending upon where and how you call, will be rated and charged in United States dollars in accordance with the AT&T Consumer Services Agreement, including the AT&T Service Guides, and AT&T's effective tariffs. The rates and charges applicable to AT&T Calling Card calls are also available to you upon your request before you complete a call. The service charge as of January 1, 2003 for a state-to-state AT&T Calling Card using 1 800 CALL ATT® is \$1.50 for a non-operator-assisted call and \$7.50 for an operator-assisted call. AT&T will add a surcharge of up to 30¢ per call for calling card calls originating from pay phones. This surcharge recovers a pay phone usage fee imposed upon AT&T to compensate pay phone owners for using their equipment. The service charge as of January 1, 2003 for an

in-state AT&T Calling Card using 1 800 CALL ATT ranges from 25¢ to \$1.25 for a non-operator assisted call and from 80¢ to \$5.50 for an operator-assisted call. These service charges may vary if you have an AT&T optional calling plan or use other dialing methods, for example, 0 or 10-10-ATT, to place an AT&T Calling Card call. A Universal Connectivity Charge (UCC) will be applied monthly as a percentage of all state to state and international long distance charges and fees after all discounts have been deducted prior to the application of taxes. For current information on the specific amount of the UCC, please call 1-800-532-2021, or access AT&T's website at www.att.com/connectivity_charge. All rates and charges are subject to change.

- For AT&T's messaging services used in conjunction with the AT&T Calling Card, AT&T will attempt to provide such services as described in its marketing materials, but AT&T does not warrant such services to be error free or fit for any particular purpose. You may not use AT&T's messaging services for any unlawful purpose, and you are responsible for and will hold AT&T harmless against the consequences of any such unlawful use of any slander, libel or other actionable content in any message. The liability of AT&T, or any of its employees, agents or cooperating service provider(s) arising from any mis-delivery, non-delivery or any other errors or omissions in the provisions of such services is limited to an amount equal to the charge for any such service(s).

- The CALL ATT Calling Card is subject to limited availability. AT&T reserves the right to refuse to issue certain card names. Other terms and conditions apply.

- If AT&T suspects fraudulent, abusive or illegal use of your AT&T Calling Card, AT&T may, among other things, suspend, restrict or terminate your AT&T Calling Card without notice.

- AT&T reserves the right to deactivate your AT&T Calling Card if it remains inactive for a period of at least 15 months, without further notice to you.

- AT&T True Messages® is a separate service of AT&T. For rates, terms and conditions of AT&T True Messages Service, call 1 800 TRUE 123. For all other questions, call 1 800 CALL ATT. Per-minute rates for in-state calls vary from state to state.